



McCrae Yacht Club Inc.

Reg. No. A 0018202 N

ABN 91 736 526 581

Postal Address: P.O. Box 20, McCrae, Vic. 3938
690 Point Nepean Road, McCrae, Vic. 3938
Club House Telephone: (03) 5986 1361

2019-2020 MEMBERSHIP RENEWAL

13 May 2019

Dear Member,

Included in this package are your membership renewal, boat registration and storage, and volunteer activities forms for the 2019-20 Sailing Season.

Membership categories

The attached membership renewal forms are based on the information you provided last year. Please check the details for accuracy, make changes accordingly, and **return all forms to the club.**

Non-renewal of membership

If you are not renewing, please return your member key and let us know as soon as possible so that we can update our records and not keep following you up.

If you have any feedback regarding your reasons for non-renewal, we would be pleased to hear from you.

Membership Type	Description	Fee ¹	Boat fee type	Fee
Family	Principal, partner and children U 21 at 1/07/18	\$524	Registration	Snr / Jnr
Couple	Principal + partner	\$461	Registration of boat	\$182/60
Senior	Member 18 years or over on 1/07/18	\$419	Additional boat(s)	\$60/60
Student	Full time student	\$314	Storage	
Junior	Member under 18 years on 1/07/18	\$204	B14/i14	\$352/176
Veteran Couple/Single	Age + years of membership >= 100	\$210/175	Mono's over 4.5 m	\$307/154
Lighthouse Family/Couple/Single	Non-sailing non-voting member	\$245/224/205	Mono's under 4.5m	\$247/125
Secondary Club ²	Member of another Club wishing to regularly sail at McCrae	\$183	Cats over 4.5m	\$371/235
Sponsorship ³	Standard or Plus (see below) ³	\$1,350 or \$2,150	Cats under 4.5m	\$352/176
Day member ⁴	Person wishing to sail or visit at the Club	\$40	Sail boards	\$41/20

1. Fees: As advised at the Annual General Meeting, fees have been increased by an amount equal to CPI.

2. Secondary Club Memberships may be offered to the member of another sailing club who wishes to race at McCrae Yacht Club. They must remain a member of their primary club. Boat storage will not be available under this membership category and the boat registration fee is waived if registered at your primary club but the sailing craft must be compliant with the Club's safety requirements for racing craft.

4. Day members are limited to a maximum 10 visits a year and the membership provides insurance cover.

3. Sponsorships by businesses or individuals greatly assist the club. The sponsorships allow us to promote the businesses to over 500 members plus the visitors to the Club over the season. There are two levels of sponsorship **Standard** or **Plus**.

Standard:

Advertising to be in the Beacon, member notice board and website + complimentary family membership - *does not include boat storage or boat registration.*

Plus:

Advertising on the Club Sponsors Board and in the Beacon, Aggregate race in the business name, with appropriate on-shore recognition on the day and at that end of month dinner + complimentary family membership + boat storage and boat registration for 1 boat.

Yours sincerely,

Campbell Miles - Membership Manager

Membership Application and Declaration

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY. UPON SIGNING YOUR RENEWAL OR NEW MEMBERSHIP APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

IN CONSIDERATION OF MY APPLICATION FOR NEW OR RENEWAL MEMBERSHIP BEING ACCEPTED I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. In this membership application and declaration: "**Club**" means and includes: "McCrae Yacht Club Inc." and its directors, officers, members, servants or agents. "**Club Activities**" mean performing or participating in any capacity, including as a member, in any authorised or recognised Club activity. "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence **BUT does NOT include** a claim against the Club by any person expressly entitled to make a claim under a Club insurance policy or a claim against the Club under any right expressly conferred by its constitution or bylaws. "

2. **Rules of membership and participation:** By agreeing to these terms and conditions, I will become a member of the Club. I acknowledge, agree and consent to becoming a member of the Club. Upon becoming a member of the Club, the relevant Club Constitution will comprise a contract between me and the Club and I will be bound by it and any by-laws, policies or codes of conduct made under it. I will submit to any disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the Club Constitution and by-laws. I will pay on demand the prescribed or stated fees for the Club Activities and/or for affiliation with the Club. Such fees may be notified to me verbally, in writing or by notice displayed in the Club's premises.

3. **Risk Warning:** I acknowledge that the Club Activities can be inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with the Club Activities which include, but are not limited to, physical exertion and injury, bodily contact, falls, equipment failure and unpredictable weather conditions. I acknowledge that accidents and injuries can and often do occur which may result in me being injured or even killed, or my property being damaged. Prior to undertaking the Club Activities, I acknowledge I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.

By signing this form, I acknowledge, agree and understand that participation in the recreational services provided by the Club may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

4. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, the Club, is required to ensure that the recreational services supplied to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012* (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and *Fair Trading Act 2012* (Vic) if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012* (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of the Club for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

5. **Waiver:** I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities). I acknowledge that if I sign this form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in 'Risk Warning' above. To the extent of any liability arising, the liability of the Club will, at the

discretion of the Club, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

6. **Release and indemnity:** In consideration of the Club accepting my application for membership of the Club I, to the extent permitted by law:

(a) release and will release the Club from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Club Activities;

(b) release and indemnify the Club against any Claim which may be made by me or on my behalf for or in respect of or arising out of or arising out of your my death whether caused by the negligence or breach of contract by the Club or in any other manner whatsoever; and

(c) indemnify and will keep indemnified the Club to the extent permitted by law in respect of any Claim by any person:

(i) arising as a result of or in connection with my participation in the Club Activities; and

(ii) against the Club in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the club's rules and/or directions,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Club.

I agree and acknowledge that, to the extent permitted by law, the Club shall not be liable for any injury, loss or damage I suffer or by any other person arising from or in connection with my participation in the Club Activities, whether such injury, loss or damage was caused directly or indirectly by the negligence of the Club or otherwise, or by the Club's servants or agents.

If I suffer any injury or illness, I agree that the Club may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

Disclosure: I declare that I am and must continue to be medically and physically fit and able to participate in the Club Activities. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage. I acknowledge that I must immediately notify the Club in writing of any change to my fitness and ability to participate. I understand and accept that the Club will continue to rely upon this declaration as evidence of my fitness and ability to participate.

Use of image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Club Activities. I acknowledge and agree that such photographs and electronic images are owned by the Club and the Club or other third parties may use the photographs for promotional or other purposes without my further consent being necessary.

Privacy: I understand that the personal information I have provided in my membership application and declaration is necessary for the objects of the Club and is collected, used and disclosed for the purposes of conducting and administering the Club Activities, providing me with membership services or promotional material, complying with legal obligations or otherwise in accordance with the Club's Privacy Policy.

Bar to proceedings: The Club may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of me or by any person claiming through me. I acknowledge that where I commence proceedings against the Club, I:

a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;

b) waive any right to object to the exercise of such jurisdiction;

c) will, where I seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by the Club) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by the Club to remove the proceedings to the jurisdiction in which any incident occurs;

d) will pay the costs of any application made by the Club under paragraph 11 (c) and will consent to any application for security of costs made at any time by the Club; and

e) consent to paying the Club's legal defence costs of the proceedings (on a solicitor client basis) where the Club successfully defends the proceedings.

7. **Governing law:** The governing law of this agreement is the law of Victoria ("Jurisdiction"). I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which any incident occurs and waive any right to object to the exercise of such jurisdiction.

8. **Entire agreement:** This agreement (and the documents to which it refers) constitutes the entire agreement between the parties and supersedes all other agreements, understandings, representations and negotiations in relation to the Club Activities.

a) To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

b) I warrant that my boat complies with the safety prescriptions of Yachting Australia Inc and Yachting Victoria Inc. and that it my responsibility to ensure all equipment required under these prescriptions and my declared safety category are operational at all times.